



**National Park Service**  
**U.S. Department of the Interior**

Denali National Park and  
Preserve

P.O. Box 9  
Denali Park, Alaska 99755

907-683-2294 phone  
907-683-9617 fax

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## Prospectus

A Concession Business Opportunity for the Operation of  
Glacier Landing Air Taxi and Glacier Landing Scenic Air Tour Services  
Within Portions of Denali National Park and Preserve



Solicitation # DENA-GlacierAir-06

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**Experience Your America** <sup>TM</sup>

The National Park Service cares for special places saved by the American people so that all may experience our heritage.

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Prospectus under which concession contracts will be  
awarded for the operation of  
Glacier Landing Air Taxi and Glacier Landing Scenic Air Tour Services  
Within Portions of Denali National Park and Preserve

Date Issued: \_February 22, 2006\_

Offers and Any Modifications Must be Received

at:

National Park Service  
Alaska Regional Office  
Attn: Concessions Division  
240 West 5<sup>th</sup> Avenue, #114  
Anchorage, Alaska 99501-2327

OR

Denali National Park and Preserve  
Talkeetna Ranger Station  
Attn: Concessions Division  
P.O. Box 588  
22241 South B Street  
Talkeetna, Alaska 99676

by:

\_\_\_\_\_ May 3, 2006 \_\_\_\_\_ at 4:00pm

Address Questions to:

Ms. Mary Wysong  
Concessions Management Specialist  
P.O. Box 9  
Denali Park, Alaska 99755  
Phone: 907-683-9512  
Fax: 907-683-9610  
e-mail: Mary\_Wysong@nps.gov

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## **SECTION ONE: BUSINESS OPPORTUNITY**

### **1. Introduction**

The National Park Service (NPS) intends to award up to five concession contracts for commercial glacier landing air taxi and glacier landing scenic air tour services within portions of Denali National Park and Preserve. The contracts to be awarded will be for the period January 1, 2007 through December 31, 2016.

The glacier landing air taxi and glacier landing scenic air tour services are to be provided on the glaciers within Denali National Park and Preserve in the southern 1980 park and preserve additions. "Glacier landing air taxi" service is defined as point-to-point transportation by fixed wing airplane where the majority of passengers on the flight must either be dropped off or picked up from a day trip or overnight stay and passengers do not remain with their airplane while on the ground. The "glacier landing scenic air tour" service is defined as a tour by fixed-wing airplane to provide a glacier landing to day-use visitors where the passengers remain with their airplane while on the ground. The glacier landing scenic air tours are expected to provide opportunities for inspiration and enhance the visitor's experience through the sharing of a wide range of information.

This prospectus is issued to evoke the widest possible interest from qualified applicants in operating these concession services, and to inform interested parties of the requirements and conditions under which the operations may be conducted. The prospectus is issued under the authority of 36 CFR Part 51.

### **A. The National Park Service and Its Mission**

America's National Park Service was created by Congress to "...conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, Congress has declared that the National Park System should be, "...preserved and managed for the benefit and inspiration of all the people of the United States." The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

To learn more about the National Park Service, visit our website at [www.nps.gov](http://www.nps.gov). This site includes information about who we are, our mission, NPS policies, and individual parks.

### **B. Denali National Park and Preserve**

The original area of Denali National Park was dedicated as Mt. McKinley National Park on February 26, 1917, when President Woodrow Wilson signed the McKinley National Park Establishment Act (39 STAT.938) "...for the preservation of animals, birds, and fish

and for the preservation of the natural curiosities and scenic beauties thereof. That the said park shall be, and is hereby established as a game refuge.”

The park was later expanded until reaching its present size following the passage of the Alaska National Interest Lands Conservation Act (ANILCA) in 1980. The resulting Denali National Park and Preserve was established to protect and interpret the Alaska Range massif, to protect habitat for fish and wildlife, including grizzly bear, moose, caribou, Dall sheep and wolves and to provide opportunity for wilderness recreational use.

## **2. Existing Air Taxi Operators in Denali National Park & Preserve**

### **A. The Existing Glacier Landing Air Taxi Concession Operation**

The annual reported gross receipts and the franchise fees paid by this concession opportunity for the last three years are listed below. This business varies from year to year in the amount of gross receipts. Most glacier landing air taxi services are provided between April and June. Most glacier landing scenic air tours are provided between May and July. The contract held by Doug Geeting Aviation was terminated by mutual agreement in September 2005. The existing contracts expire on December 31, 2006.

		<b>2004</b>	<b>2003</b>	<b>2002</b>
<b>Doug Geeting Aviation</b> (DENA023-97)	Gross Receipts	\$129,400	\$255,550	\$247,350
	Franchise Fee	\$1054	\$2854	\$3298
<b>Hudson Air Service</b> (DENA024-97)	Gross Receipts	\$113,575	\$179,653	\$297,997
	Franchise Fee	\$1298	\$498	\$910
<b>K-2 Aviation</b> (DENA025-97)	Gross Receipts	\$416,390	\$726,210	\$727,370
	Franchise Fee	\$4710	\$9472	\$7070
<b>McKinley Air Service</b> (DENA027-97 )	Gross Receipts	Did Not Operate	Did Not Operate	\$201,242
	Franchise Fee	0	0	\$2038
<b>Fly Denali</b> (DENA028-97 )	Gross Receipts	\$216,109	\$103,967	\$54,269
	Franchise Fee	\$1664	\$440	\$540
<b>Talkeetna Air Taxi</b> (DENA029-97 )	Gross Receipts	\$691,970	\$499,660	\$385,635
	Franchise Fee	\$14,250	\$9410	\$7368

## **B. Other Air Taxi Operators in Denali NP**

Other air taxi operators are authorized to land within Denali National Park & Preserve in portions of the 1980 park and preserve additions, under Commercial Use Authorizations (CUA), formerly known as Incidental Business Permits (IBP). There is currently no limit on the number of such companies which can obtain a CUA for this service. In addition, Kantishna Air Taxi has a concession contract to provide air taxi service between Kantishna airstrip and McKinley Park airstrip and scenic air tours from the Kantishna airstrip.

None of these other air taxi operators are authorized to land on the glaciers within Denali National Park and Preserve in the southern 1980 park and preserve additions, which is the business opportunity being offered in this prospectus.

## **3. The Contracts to Be Awarded under this Prospectus**

Up to five contracts will be awarded under this prospectus. No entity under the same ownership or controlling interest will be issued more than one contract.

### **A. Operations**

A National Park Service goal is to ensure that visitors are provided with high quality commercially provided glacier landing air taxi and scenic air tour services within the 1980 park and preserve additions of Denali National Park and Preserve. Under the Concessions program, the visiting public will have access to high quality commercial air services that provide safe aircraft and qualified pilots for their clients, protect park resources, and satisfy the demand for the service.

The visitor services to be provided under the terms of the new concession contract are similar to those authorized by the current concession permit. There are a few differences. First, the “glacier landing air taxi service” and “glacier landing scenic air tour service” will be recognized as two distinct services as defined above, both offered through the same concession contract. Second, glacier landing scenic air tour services will be authorized within specific landing locations and operating hours. Please refer to the maps in the draft operating plan for the glacier landing scenic air tour landing locations.

An aircraft overflights working group will be established which would include scenic air tour operators, commercial airlines, general aviation organizations, and other concerned parties. This group would develop voluntary measures for assuring the safety of passengers, pilots, and mountaineers and for achieving desired future resource conditions in Denali.

## **B. Facilities**

The Concessioners will not be authorized to base their operations inside Denali National Park and Preserve. There is no building improvement plan and no facilities that would result in leasehold surrender interest.

## **C. Basic Financial Information**

The Service does not guarantee the economic viability of these opportunities although the Service expects these opportunities to be economically feasible. However, Offerors must make their own financial analysis to substantiate the viability of their proposed operation. The Proposal Package requires Offerors to provide financial projections based upon the business to be operated. Offerors should be appropriately cautious in the use of historical information. The gross receipts for the past three years are listed in this section under Existing Concessions.

## **D. Franchise Fee**

The minimum franchise fee for the new contract is \$500.00 annually or \$4.00 per client, whichever is greater. The franchise fee will be adjusted annually according to the national "Consumer Price Index - All Urban Consumers" (CPI) published by the U.S. Department of Labor. Fees will be adjusted each year and then rounded to the nearest five cents. However, offerors may propose a higher franchise fee in accordance with the terms of the prospectus.

## **E. Term and Effective Date of Contracts**

The concession contracts are intended to have an effective date of January 1, 2007 and an expiration date of December 31, 2016. These dates are subject to modification to a later time if necessary as determined by the Service to complete the proposal selection and award process.

## **4. Preferences**

The existing Concessioners have a right of preference to this contract but must compete in accordance with 36 CFR Part 51. ANILCA Section 1307 preferences also apply (see "Proposal Instructions – Preferred Offeror Determinations").

## **5. Law, Regulation, Policy and Park Information**

NPS Concessions Law, Regulation, Policy and information about Denali National Park & Preserve can all be accessed via the Internet at the following websites. Hardcopies of the law, regulations and policy will be mailed upon request. Contact the person listed on the cover of the prospectus with your request.

Document or Information	Website
Concessions Management Improvement Act of 1998 (P.L. 105-391)	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or: <a href="http://www.access.gpo.gov/su_docs/index.html">http://www.access.gpo.gov/su_docs/index.html</a>
NPS Concession Management Regulations - 36 CFR Part 51	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or: <a href="http://www.access.gpo.gov/su_docs/index.html">http://www.access.gpo.gov/su_docs/index.html</a>
ANILCA Section 1307 Regulations - 36 CFR Part 13, Subpart D	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or: <a href="http://www.access.gpo.gov/su_docs/index.html">http://www.access.gpo.gov/su_docs/index.html</a>
NPS Management Policies, Chapter 10- Commercial Visitor Services	<a href="http://www.nps.gov/policy/mp/policies.pdf">http://www.nps.gov/policy/mp/policies.pdf</a>
Denali National Park & Preserve Website	<a href="http://www.nps.gov/dena">www.nps.gov/dena</a>
Denali National Park & Preserve Final Backcountry Management Plan	<a href="http://www.nps.gov/dena">www.nps.gov/dena</a>



## SECTION TWO: PROPOSAL INSTRUCTIONS

**Note to Offeror.** The following instructions refer to the person or entity that is submitting a proposal as the “offeror”. When the word “you” or “your” is used in an instruction, the instruction is referring to the offeror.

### 1) **36 CFR Part 51**

This prospectus is issued under 36 Code of Federal Regulations Part 51. If any part of this Prospectus is inconsistent with 36 CFR Part 51, 36 CFR Part 51 will control.

### 2) **Proposal Submission Date**

Proposals must be received by NPS by the due date and time and at the address shown on the front page of this Prospectus. If you intend to mail a proposal it should do so early enough to ensure receipt by NPS by the due date. You also may deliver your proposal to NPS at this address by the time and date shown on the front page of this prospectus. If a proposal is not received by the due date, it will not be considered by NPS.

### 3) **Document Delivery Service**

Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. You are encouraged to insure the timely submittal of your proposal by contacting the delivery service of your choice regarding delivery availability for the specific location specified on the front page of this prospectus.

### 4) **Proposal Form**

A proposal must generally follow the format provided in the Proposal Package.

### 5) **Proposal Submission Requirements**

**A) Numbering.** Each page and section of a proposal must be numbered.

**B) Documents.** The original proposal and three copies in the format outlined in the Proposal Package must be submitted.

**C) Label.** The copies should be contained in a sealed envelope with the following marked on the envelope:

“CONCESSION PROPOSAL, MAILROOM - DO NOT OPEN.”

The due date specified in the Prospectus for receipt of the proposal by NPS.

The name and address of the Offeror.

### 6) **Public Availability of Proposals**

**A) Confidential Information.**

If you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of each copy of the proposal:

*“This proposal contains trade secrets and/or confidential commercial and financial information that the Offeror believes to be exempt from*

*disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law."*

In addition, you must specifically identify what you consider to be trade secret information or confidential commercial and financial information on the page of the proposal on which it appears, and you must include the following sentence on each such page:

*"This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the non-disclosure statement on the cover page of this proposal."*

**B) Public Release.**

Information so identified will not be made public by NPS except in accordance with law.

**7) Questions**

If you do not understand something in this prospectus, you must submit your questions in writing to the contact person identified on the cover of the Prospectus, no later than 30 days in advance of the proposal due date. NPS will respond to your question in writing, and will provide the question and response to all other persons who requested a Prospectus. Questions submitted after this date may not be answered. Because NPS must provide equal information to all potential offerors, there must be sufficient time allowed to inform all interested parties of any questions and answers.

**8) Evaluation of Proposals**

**A) NPS Review.**

In order to select the best proposal, NPS will review each proposal received by the due date under the selection factors stated in this prospectus.

**B) Merits of the Proposal.**

For each selection factor, NPS will assign a score that reflects the merits of the proposal under that selection factor in comparison to the other proposals received. The selection factors and range of possible scores are stated in the Proposal Package.

**9) Identifying the Best Proposal and Offering the Contracts**

NPS will assign a score to each timely received responsive proposal and identify the proposal with the highest point score as the best proposal. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51. If an ANILCA preferred operator receives the highest point score they will be offered a contract. All offerors with the right to match the best proposal<sup>1</sup> will then be simultaneously given that opportunity for the

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<sup>1</sup> Offerors with the right to match the best proposal include the ANILCA preferred operator who submitted the best proposal from among the proposals submitted by ANILCA preferred operators (only one ANILCA preferred operator for each contract to be awarded) and incumbent concessioners with a right of preference.

remaining contracts. Available contracts will be offered as follows until all contracts are offered.

- Contracts will first be offered to those ANILCA preferred operators who have a right to match the best proposal and who have exercised that right by matching the best proposal.
- Remaining available contracts will next be offered to incumbent concessioners who have a right of preference and who have exercised that right by matching the best proposal, in the order of the highest initial point scores of these incumbent concessioners. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51.
- Remaining available contracts will next be offered to offerors without a preference (including those who elected not to match the best proposal or failed to match the best proposal) in the order of the highest initial point scores of these offerors. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51.

#### **10) Preferred Offeror Determinations**

There are two types of preferences applicable to this solicitation, as follows:

##### **A) ANILCA Section 1307.**

The Alaska National Interest Lands Conservation Act (ANILCA), Section 1307 (16 U.S.C. 3197) includes provisions concerning persons and entities who are to be given special rights and preferences with respect to providing commercial visitor services in conservation system units in Alaska - *Historical Operators* and *Preferred Operators*.

*Historical Operator* means “the holder of a valid written authorization from the Director to provide visitor services within a park area that on or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area.” (36 CFR13.81(d)). The National Park Service has determined that Hudson Air Service, Inc. qualifies as a historical operator under 36 CFR 13.31(d) for this service.

Historical operators have a right to continue to provide the same scope and level of service that they were legally engaged in providing prior to January 1, 1979 (see 36 CFR13.82 (d)). Hudson Air Service has an historic level of use for providing 180 glacier landings for air taxi and 50 glacier landings for scenic air tours.

The Historical operator will be permitted to continue to provide their historic level of scope of use, provided their historical rights are not lost (see 36 CFR 13.82(g)). If the historical operator is not awarded a new contract pursuant to this solicitation and competitive process, they will be issued a separate contract for their historic scope and level of use on a non-competitive basis, pursuant to 36 CFR 13.82(e).

If the historical operator competes for additional activity above their historic level and is awarded a new contract pursuant to this solicitation and competitive process, a single new contract will be issued to this operator. The historic scope and level of use will be included and separately identified in the contract.

*Preferred Operator* means “a Native Corporation that is determined under 36 CFR Sec. 13.85 to be ‘most directly affected’ by the establishment or expansion of a park area by ANILCA, or a local resident as defined in this subpart.” (36 CFR 13.81(h)). Local Resident is defined in 36 CFR 13.81 (f).

Doyon Limited, AHTNA Regional Corporation, Cook Inlet Regional Corporation and MTNT village corporation have all been determined by the National Park Service to be Native corporations “most directly affected” by the establishment of Denali National Park and Preserve and consequently are Preferred Operators. Other Native Corporations may apply for this same determination in conjunction with this solicitation, pursuant to 36 CFR 13.85(d). See Proposal Package - ANILCA Section 1307 Preferred Operator Application.

Local residents (individuals and corporations) may apply for the Preferred Operator preference in conjunction with this solicitation, pursuant to 36 CFR 13.83(b). See Proposal Package - ANILCA Section 1307 Preferred Operator Application.

The Native Corporations determined to be “most directly affected” and local residents have equal preference. (36 CFR 13.83(c))

See 36 CFR Part 13, Subpart D for a description of how these preferences are exercised.

Certain provisions of 36 CFR Part 13, Subpart D and the draft concession contract relevant to joint ventures, subconcessions and management agreements are reproduced below for the convenience of the Offeror.

“An offer from a preferred operator under this subpart, if the offer is in the form of a joint venture, will not be considered valid unless it documents to the satisfaction of the Director that the preferred operator holds the controlling interest in the joint venture.” (36CFR13.83(d))

“Subconcession or other third party agreements, including management agreements, for the provision of Visitor Services required and/or authorized under this CONTRACT, whether in consideration of a percentage of revenues or otherwise, are not permitted.” (Addendum 1, General provisions, 3d)

## **B) National Park Service Concessions Management Improvement Act.**

The National Park Service Concessions Management Improvement Act (P.L. 105-391) also includes a preference for a preferred Offeror to the award of a qualified concession contract. Note that the definition of Preferred Offeror under this statute and regulation (36 CFR 51.27) is very different than the definition of Preferred Operator under ANILCA Section 1307.

The NPS has determined that all of the existing Concessioners have a right of preference to their respective draft concession contracts as the anticipated gross receipts of the draft contracts are less than \$500,000 for the first year of operation and these existing concessioners otherwise meet the requirements for a right of preference. See 36 CFR Part 51, Subpart E for a description of how this right of preference is exercised.

## **C) Relationship between the two preferences.**

The rights of preferred operators under ANILCA Section 1307 take precedence over the right of preference granted to existing satisfactory NPS concessioners (36 CFR 13.83(c)).

**11) Only “Responsive” Proposals will be Considered by NPS.**

**A) What is a Responsive Proposal?**

A responsive proposal within the meaning of this prospectus is a proposal submitted by the due date that is determined by NPS as agreeing to all of the minimum requirements of the draft concession contract and prospectus and as having provided the information required by the prospectus.

**B) What is a “non-responsive proposal?”**

A “non-responsive proposal” is a proposal that is not submitted on time, or, does not agree to all of the minimum requirements of the proposed concession contract and prospectus, or, does not provide the information required by the prospectus.

**C) What happens if a proposal is determined to be non-responsive?**

A non-responsive proposal will not be considered by NPS.

**D) Does an existing Concessioner with a right of preference have to submit a responsive proposal?**

**Yes.** Just like all other offerors, an existing Concessioner with a right of preference must submit a responsive proposal in order to be considered for award of a concession contract.

**12) Congressional Review Period**

Concession contracts issued for a term of more than ten years or where the annual gross receipts are anticipated to exceed \$5,000,000 are required by law to be submitted to the Congress for sixty days before they may be awarded. The new concession contract will not be submitted to the Congress because the term is not more than ten years and the anticipated gross receipts are less than \$500,000.

**13) Important Conditions and Cautions Regarding Submission and Evaluation of Proposals**

**A) Written Information Only.**

All information regarding this prospectus will be issued in writing. No NPS or other government official is authorized to make substantive oral representations relating to this prospectus, and no one may rely on any oral representations made by government officials with respect to this prospectus.

**B) Entire Proposal.**

Your proposal should address all of the selection factors and any related subfactors. Proposals should respond to all questions and provide all requested information. If a question or requested information is not applicable to a proposal, the proposal should state this in response to the question or request for information. The NPS will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If not, your proposal may be considered non-responsive, even though you submitted an unconditional Offeror's Transmittal Letter.

**C) Incorrect Information.**

If you consider a statement or information in the Prospectus is be incorrect, you must submit comments to NPS in writing no later than thirty days prior to the due date for proposals. Comments should be sent to the office named on the cover of this prospectus for the receipt of proposals.

**D) Thorough Review.**

The information contained in this Prospectus is provided to allow persons the ability to understand the terms and conditions of the draft concession contract. You are encouraged to thoroughly review the entire prospectus to identify all required information and documents that must be submitted as part of a proposal before beginning to prepare a proposal.

**E) Expanded Facilities or Services.**

Unless this prospectus expressly requests otherwise, offers to expand the scope of facilities, equipment, and/or services to be provided beyond those called for in this Prospectus will not be considered by NPS in the evaluation of proposals.

**F) Additional Benefits to the Government.**

A proposal to provide direct or indirect financial or other benefits to the park area or government that are not within the scope or requirements of the prospectus will not be considered in the evaluation of proposals.

**G) Financial Feasibility.**

All financial commitments made in your proposal will be closely reviewed and analyzed against your financial statements and supporting documents to determine the feasibility of your proposal.

**H) Complete Offer.**

Your proposal must reflect the complete offer that you intend to make. NPS will consider written proposals as the full and final offer in response to the prospectus, and intends to make its selection on the written information provided in proposals. Proposals should be prepared on the assumption that NPS knows nothing about you or your proposal. Proposals should also be prepared on the assumption that NPS does not have any documents previously provided by you to NPS. This is true even if you are the existing concessioner or operate another NPS concession within the park area or elsewhere. Proposals may not reference information or documents previously provided to NPS. Copies of any information or documents that you wish to be considered must be submitted as part of a proposal.

**I) Amendment or Cancellation of this Prospectus.**

This Prospectus sets forth the terms and conditions under which the concession operation is to be conducted. NPS may amend this Prospectus and/or extend the submission date (prior to the proposal due date). NPS may cancel a solicitation at any time before the award of the draft concession contract if NPS determines in its discretion that this action is appropriate in the public interest. No person obtains legal rights as a result of an amended, extended, canceled or reissued solicitation for this concession contract.

**J) Additional Information.**

NPS may request from any person who submitted a timely proposal a written clarification of its proposal. Clarification refers to making clear any ambiguities that may have been contained in a proposal, but does not include amendment or supplementation of a proposal. You may not amend or supplement your proposal after the submission date unless requested by NPS to do so, and, unless NPS provides all offerors that submitted proposals a similar opportunity to amend or supplement their proposals.

**K) Execution of the New Contract.**

The offeror selected for award of the concession contract must execute the concession contract promptly after selection within the time established by NPS. If the selected offeror fails to execute the concession contract within the time period specified by NPS, the Director will select another proposal for award of the concession contract, or will cancel the solicitation and may resolicit the draft concession contract.

**L) Additional Terms and Conditions.**

NPS may include as terms of the final concession contract appropriate elements of the proposal selected for award of the concession contract. Do not make proposal commitments that you are not prepared to fulfill.

**M) Independent Assessment.**

You are responsible for undertaking an independent assessment of this business opportunity. All of the statements made in this prospectus regarding the nature of the business and its likely future are only opinions of NPS. You may not rely on any representations of NPS in this regard.

**14) Offeror's Transmittal Letter and Accompanying Proposal.**

The proposal you are to submit consists of two parts, an Offeror's Transmittal Letter and accompanying proposal. The formats for these documents are contained in Section 4 of this prospectus.

The Offeror's Transmittal Letter states your acceptance of the terms and conditions of the concession opportunity as set forth in this prospectus. It states that you will comply with the required elements of the contract and related terms of the prospectus. The letter must bear original signatures and be included in your proposal. If submitted by a corporation or other business entity, persons authorized to enter into contracts on behalf of the entity must sign it.

The proposal that accompanies the Offeror's Transmittal Letter is in two parts, A and B.

**15) Who Must Sign the Offeror's Transmittal Letter?**

The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the draft concession contract as the Concessioner. If the entity that is to be the Concessioner is not formally in existence as of the time of submission of a proposal, a proposal must demonstrate that the individuals or organizations that intend to establish the entity that will become the Concessioner have the ability and are legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the contract in accordance with the terms of the offeror's proposal. In addition, the Offeror must unconditionally state and guarantee in its proposal that the Offeror will provide the Concessioner with all funding, management and/or other resources that the proposal offers.

**Please turn to Section 3 to prepare a transmittal letter and proposal.**

OMB Control No. 1024-0125  
Expires: 12/31/06

## SECTION THREE: PROPOSAL PACKAGE

**Note to Offeror.** The following documents refer to the person or entity that is submitting a proposal as the "offeror". When the word "you", "your", "we", or "our" is used in an instruction or in a proposal it is referring to the offeror.

### OFFEROR'S TRANSMITTAL LETTER

To: Paul R. Anderson, Superintendent  
Denali National Park and Preserve  
P.O. Box 9  
Denali Park, Alaska 99755

Dear Mr. Anderson:

We hereby agree to provide commercial air taxi and scenic air tour services at Denali National Park and Preserve in accordance with the terms and conditions specified in the draft Concession Contract provided in the prospectus issued by the public notice in the Federal Business Opportunities (solicitation # DENA-GlacierAir-06), and to execute the final Concession Contract without substantive modification (except as may be required by National Park Service pursuant to the terms of the prospectus).

We are enclosing the required "PROPOSAL" which, by this reference, is made a part hereof.

We certify that the information furnished herewith is true to the best of our knowledge and belief. We agree to meet all the minimum requirements of the draft concession contract, and the prospectus, and that we have provided all of the mandatory information specified in the prospectus.

We certify in accordance with 43 CFR Part 12 regarding debarment, suspension, ineligibility and voluntary exclusion the following:

Any of the individuals or entities seeking participation in this Concession Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.

Within the three years preceding submission of the Proposal, none of the individuals or entities seeking participation in this Concession Contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or



local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

None of the individuals or entities seeking participation in this Concession Contract are presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the offenses.

The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

We agree that by submitting this Proposal, we will, if selected for award of the new concession contract:

1. Comply with the minimum terms and conditions of the prospectus as identified in Part A of this proposal package.
2. Complete the execution of the final Concession Contract within thirty working days after it is presented by the National Park Service.

BY \_\_\_\_\_  
(Type or Print Name) (Date)

\_\_\_\_\_  
Original Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF CORPORATE OFFEROR**  
(Offerors who are not corporations should skip this certificate)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Offeror herein; that \_\_\_\_\_, who signed this proposal on behalf of We, was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of the corporation by authority of its governing body within the scope of its corporate powers.

BY \_\_\_\_\_  
(Type or Print Name) (Date)

\_\_\_\_\_  
Original Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

## ANILCA Section 1307 Preferred Operator Application

Please refer to the ANILCA Section 1307 regulations, referenced in the Business Opportunity, to answer the following questions:

- (1) Is the entity making this offer a local resident, as defined in 36 CFR 13.81(f), for the services offered under this prospectus?

☐

Yes

☐

No

*For individuals:* To qualify as a local resident, each of the following elements must be met and you must provide documentation, as described in the regulations, to establish each element.

**Check each element which applies:**

\_\_\_\_\_ The Offeror has lived within the local area<sup>1</sup> for 12 consecutive months before the date this prospectus was issued (see issue date on cover);

\_\_\_\_\_ The Offeror has maintained their primary permanent residence and business within the local area and/

\_\_\_\_\_ Whenever absent from this primary, permanent residence, the Offeror has the intention of returning to it.

Factors demonstrating the location of an individual's primary, permanent residence and business may include, but are not limited to, the permanent address indicated on licenses issued by the State of Alaska, tax return and voter registration.

*For corporations:*

\_\_\_\_\_ The controlling interest<sup>2</sup> in the corporation is held by an individual or individuals who qualify as local resident(s) (see above).

\_\_\_\_\_ If the Offeror is a non-profit corporation, a majority of the board members and a majority of the officers qualify individually as local residents (see above).

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<sup>1</sup> Local area means an area in Alaska within 100 miles of the location within the park area where any of the applicable visitor services are authorized to be provided.

<sup>2</sup> Controlling interest means, in the case of a corporation, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation. See 36 CFR 13.81(b) for additional information.

(2) Are you applying for "most directly affected Native corporation" status, as defined in 36 CFR 13.85? *If yes, provide the documentation to support this determination, as described in these regulations.*<sup>3</sup>

☐

Yes

☐

No

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<sup>3</sup> Doyon Limited, Cook Inlet Region Incorporated, Ahtna, and MTNT Limited have previously been determined to have "most directly affected" Native corporation status for Denali National Park & Preserve. These entities do not need to resubmit supporting documentation.

## PROPOSAL

### PART A: Agreement to the Minimum Terms and Conditions

- 1) **All Terms and Conditions.** We agree to comply with all terms and conditions of the concession contract and related prospectus, including compliance with all applicable laws under the terms and conditions specified in the draft concession contract.
- 2) **Approved rates.** We agree to operate at the currently approved rates for this concession operation during the term of the concession contract until such time as a new rate schedule is approved by NPS.
- 3) **Operating Plan.** We agree to the terms of the Operating Plan included as an exhibit to the draft concession contract.
- 4) **Equal Employment Opportunity.** We agree to implement an equal opportunity program and comply with the terms of the Equal Employment Opportunity and handicapped access requirements of the concession contract.
- 5) **Insurance.** We agree to meet the public liability and property insurance requirements of the concession contract and to provide property and liability insurance of at least the types and levels of coverage described in the concession contract.
- 6) **Franchise Fee.** We agree to pay at least the minimum franchise fee for the final concession contract stated in the prospectus. Any higher fee that we offer is stated under Principal Selection Factor 5 below.

## PART B

### Response to the Requested Information

#### PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK AREA.

(Scoring: 0-5)

**Note to Offeror:** This selection factor is concerned with environmental objectives that relate specifically to the protection of the particular resources of the park area. Environmental objectives for improvement of the natural environment in general (waste reduction, fuel efficiency, recycling, etc.) are addressed under secondary selection factor 1. Please avoid overlap between your response here and your response to secondary selection factor 1.

Responses to these items may be used to identify a superior offer and if approved, will be incorporated into the contract.

- 1. Wildlife Protection.** Please describe how you will conduct your operations to minimize impacts on wildlife.

At a minimum, discuss:

Any proposed mitigation measures that go beyond minimum requirements, such as approach distances, altitudes, route selection, aircraft operation, pilot training or client orientation.

- 2. The Natural Environment.** Please describe how you will conduct your operations in a manner that will minimize impacts on the natural environment of the park area.

At a minimum, discuss:

- a. Environmental protection measures related to fuel handling, oil spills, and minimizing emissions.
- b. Measures you will utilize to reduce noise impact generated from this activity.
- c. The training that will be provided to pilots regarding protecting the natural environment.
- d. The orientation and information given to clients aimed at protection of the environment.

- 3. The Social Environment.** Please describe how you will conduct your operations in a manner that will minimize impacts on other park visitors.

At a minimum, discuss:

- a. Operating procedures aimed at reducing impacts on other park users. Potential impacts might include visual, noise, congestion, and employee conduct.

**PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES.**

(Scoring: 0 – 5)

**1. Visitor Safety**

- a. Please provide a copy of your valid FAR Part 135 certificate.
- b. Please provide a copy of your aircraft and pilot licenses and certifications required for providing commercial air taxi and scenic air tour services.
- c. Please provide a copy of your Part 135 Safety Program.
- d. Please describe your flight following plan for this operation.
- e. Please describe the supplies which you will have in the aircraft to meet medical/first aid emergencies and unexpected weather, and any first aid training requirements for your pilots.
- f. Please describe how you will deal with emergencies and include any written emergency procedures that you provide to employees. Describe the various emergency situations that you envision and how they will be handled.
- g. Please describe your annual training program for all pilots.
- h. Please describe policy, procedure, and training for safe operation on the glaciers.
- i. Please describe your aircraft maintenance program.

**2. Quality of Visitor's Experience**

- a. Please describe the scope of operations that you plan to offer for the glacier landing air taxi and glacier landing scenic air tour service including sample itineraries, scheduling and reservation systems.
- b. Please include copies of any applicable current advertisements.
- c. Please describe the airplanes to be utilized in your glacier landing operation, including the number of airplanes, types of airplanes, and standard equipment. NOTE: Airplanes currently approved for use are wheel ski equipped and include the: Cessna 185, Cessna 206, DHC -2 (Beaver), DHC - 3 (Single Engine Turbine Otter). Other proposed aircraft types will have to be approved by the NPS. Concessioners may be required to demonstrate that the proposed aircraft can operate safely at the anticipated altitudes, loads, and in the environmental conditions associated with operations under this permit.
- d. It is the goal of the NPS to provide visitors with opportunities to learn about the park's

- purpose and significance, natural and cultural resources, park regulations and safety information for the trip. Please describe educational/interpretive program to be provided to visitors including topics to be covered and handouts or other materials provided (if any).
- e. Please describe the annual training that you provide to pilots and other staff to provide information and interpretation about park resources and values.
  - f. You are required to follow the draft operating plan. However, in this section you may propose changes to the draft operating plan. What changes, if any, would you propose to the draft operating plan that would improve the operation? Suggested changes may be used for the purpose of recognizing a superior offer and, if approved, will become a contract requirement.

### 3. Reasonable Rates

Please provide the proposed rates for the glacier landing airtaxi and scenic air tour services. Include reservation/cancellation/refund policies. **Note to Offeror:** The rates you propose must also be reflected in your financial projections submitted in response to principal selection factor 4. Please note that any proposed rate schedule is not binding on NPS. All rates to be charged the public are subject to NPS approval in accordance with NPS rate approval guidelines.



**PRINCIPAL SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT.**

Scoring: 0-5

**Note to Offeror:** In the event that you (the offeror that signed the Offeror's Transmittal Letter) are not the legal entity that is to be the concessioner under the final concession contract, please explain your relationship to the proposed concessioner and provide the information described below with respect to both you and the proposed concessioner as applicable.

**1. Who is the Offeror?**

- a. For information purposes, please state your legal make-up (individually-owned, partnership, joint venture, corporation, limited liability company)
- b. For information purposes, please state your relationship, if any, to any superior and/or subordinate organizations. For example, state whether you are a subsidiary of another company or operate independently.

**Note to Offeror:** Please use the Business Organization and Credit form contained in this section for this purpose.

**2. Organization and Personnel.**

- (a) Describe the principal lines of authority within your business organization. If an organization chart is appropriate for the size of your operation, please provide an organizational chart as well.
- (b) Please state the function of all identified key positions (including duties, number of people supervised, estimated hours per week performing role, etc.).
- (c) Please state the decision-making authority of on-site managers and identify the person with whom NPS will deal regarding day-to-day operations and issues.

**3. Experience.**

- (a) Please state in detail your overall background and experience in the operation of glacier landings in places with rapidly changing weather conditions and mountainous terrain comparable to the conditions experienced in Alaska. How long have you been providing services similar to those that are to be provided under the contract?
- (b) Please state in detail your overall background and experience in operating a commercial aircraft operation that conducts glacier landing air taxi service and glacier landing scenic air tours in mountainous terrain comparable to the conditions experienced in Alaska.
- (c) Please describe your minimum requirements for Pilot qualification, proficiency, and experience in conducting mountain flying and glacier landings. What types of certification, how long has the certification been held, and the number of hours in type of airplane do your pilots have?

- (d) Please submit resumes of key individuals that you will employ to carry out management and operations under the contract. At the minimum, these need to include your chief pilot, director of operations, and director of maintenance.

#### 4. Background.

Please provide the following information for the period beginning five (5) years prior to the issue date of this prospectus through the date of the submission of the proposal<sup>4</sup>:

- a. Have you defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company? If yes, provide full details of the circumstances.

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. Have you or any employee been charged with violating any federal, state or local criminal statute or regulation (excluding traffic violations other than DWIs or DUIs)? If yes, submit a copy of the charging document (notice of violation, citation, information, indictment or similar charging document) regardless of the outcome (including dismissal, acquittal, suspended imposition of sentence, plea of guilty or finding of guilty) and an explanation of the circumstances surrounding the charge including any penalty assessed or agreed to and any corrective or mitigating actions taken by the Offeror, current employee or proposed employee.

Yes \_\_\_\_\_ No \_\_\_\_\_

- c. List all aircraft accidents and incidents of your company and personnel in the last five years. List each aircraft accident and incident and give the name of the person, date and place of occurrence, and copy of any relevant accident or incident report.

"Aircraft accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

"Incident" means an occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

- d. Describe any pending litigation or current lawsuits which if adversely resolved would materially impact the financial position of the Offeror.

- e. If you have been under contract with a federal or state government agency for glacier landings, please provide the evaluations from the three most current years.

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<sup>4</sup> Information which comes to the attention of the NPS for the period of time after submission of a proposal but prior to the actual award of a contract will be considered in the selection process.

**BUSINESS ORGANIZATION INFORMATION  
 PARTNERSHIP OR SOLE PROPRIETOR**

<b>Name of Entity</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID #</b>	
<b>Form of Business:</b>	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
<b>Years in Business</b>	

OWNERSHIP			
Names And Addresses Of Each Partner Or Sole Proprietor	Percentage of Ownership	Current Value of Business	Role in Providing Concession Services

**BUSINESS ORGANIZATION INFORMATION  
 CORPORATION**

*Complete separate form for the submitting corporation and the parent corporation (include all partners in a joint venture).*

<b>Name of Entity</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID#</b>	
<b>State of Incorporation</b>	
<b>Date of Incorporation</b>	

<b>OWNERSHIP</b>	<b>NUMBER AND TYPE OF SHARES OR PERCENTAGE OF OWNERSHIP</b>	<b>CURRENT VALUE OF INVESTMENT</b>
Names and Addresses of those with controlling interest or key principals of corporation		
<b>Total of All</b>		
<b>Total Shares Outstanding</b>		

<b>CORPORATE OFFICERS AND BOARD OF DIRECTOR</b>	<b>ADDRESS</b>	<b>TITLE AND/OR AFFILIATION</b>

## PRINCIPAL SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL.

**Scoring: 0-5**

**Note to Offeror:** In the event that you are not the legal entity that is to be the concessioner under the concession contract, please explain your relationship with the proposed concessioner and provide the information described below with respect to both you and the proposed concessioner as applicable.

### Section 1. The Availability of Funds to Operate the Concession.

a. Please list in the table below the property, by item or groups of items, with monetary value over \$500 that you will be using for this operation.

Personal Property Items	Quantity	Total Value	Currently Own? (yes/no)

b. Please estimate the amount of money that you will need to begin operating the business. Only provide estimates for those items that you need to acquire in order to begin operating. Do not include items that you already own. For cash, estimate the amount of cash that you will need to have available (after purchasing equipment; supplies; and "other") in order to begin operating the business. Please use the form below to provide your estimates.

Equipment \$ \_\_\_\_\_

Supplies \$ \_\_\_\_\_

Cash \$ \_\_\_\_\_

Other (Describe on separate page) \$ \_\_\_\_\_

**TOTAL FUNDS NEEDED** \$ \_\_\_\_\_

c. Please state the source of the needed funds estimated above.

d. Please document your ability to obtain these funds (or that you already have them). The documentation must be sufficient to convincingly demonstrate to NPS that the funds are available to you. For example, provide bank statements that demonstrate that you have the funds in hand, or, provide an appraisal of any of your assets that will be sold to obtain the funds, or, if you intend to borrow all or part of the funds, provide a commitment letter from the source of the borrowed funds. If you intend to borrow the funds, please explain in detail the financial arrangements of the loan.

## **Section 2 – Current Financial Position of the Offeror**

a. Provide copies of your financial statements for the two most recent fiscal years. If financial statements have been audited, include the related audit report, notes to the financial statements and similar explanatory material. Financial statements should include both income statements and balance sheets. This applies to sole proprietors as well as other types of entities. An income statement lists all of your income and expenses for a fiscal year. A balance sheet lists everything that you own and everything that you owe as of the last day of the fiscal year. If you are unable to provide a balance sheet as of the last day of the fiscal year, you may provide a balance sheet as of the day that you apply.

### **b. Credit Information**

- 1) List any Foreclosures, Bankruptcies, Transfer in Lieu of Foreclosure and/or Work-Out/Loan Modification Transactions during the *past 10 years*. (If none, so indicate.) Include the name of the property, the city and state, the property type, the approximate loan amount, the lender, and the year of the event. Include an explanation of circumstances, including resolution, bankruptcy plan, and/or other documentation as appropriate.
- 2) Describe any pending litigation or current lawsuits that will materially impact your financial position if adversely resolved.
- 3) Provide a current credit report for the entity submitting the proposal. The credit report should come from a major credit reporting company such as Equifax, Experian, Dunn & Bradstreet, etc. If you are unable to obtain credit information for the entity submitting the proposal, and the entity is a partnership or closely-held corporation, then credit reports for the partners or principal shareholders may be substituted.

## **Section 3 - Demonstrate the financial feasibility of your proposed operation.**

a. Estimate the amount of income and expenses for the proposed operation. Provide this estimate by completing the prospective income statement on the following page. The prospective income statement is a form to use to estimate the income and expenses for the proposed operation. Blank lines are included on the prospective income statement if you need to provide estimates for expense categories that are not listed. (Describe the categories on the blank lines.) Only revenues and expenses related to the services authorized by the contract (inside the park) are to be included in your prospective income statement, not other services outside the park.

Explain the assumptions that you used in developing your estimates. More detail is preferred

over less. At a minimum, provide:

#### Gross Receipts

- The estimated number of glacier landing air taxi passengers and the estimated glacier landing air taxi rate.
- The estimated number of glacier landing scenic air tour passengers and the estimated glacier landing scenic air tour rate (specifying both base scenic air tour rate and add-on rate for glacier landing).

#### Expenses

- Provide the basis for estimating your expenses for providing the glacier landings (such as your past expenses or quotes provided to you).

PROSPECTIVE INCOME STATEMENT FORMAT

Annually for Term of Contract

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
<b>Gross Receipts</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Salaries & Wages	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Payroll Taxes & Benefits	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Operating Supplies	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Office Expenses	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Depreciation & Amortization	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Repair & Maintenance	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Insurance	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Advertising	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Interest	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Legal & Accounting	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Car & Truck Expenses	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Travel, Meals & Entertainment	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
NPS Franchise Fees	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Total Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Net Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



## **PRINCIPAL SELECTION FACTOR 5: THE AMOUNT OF THE PROPOSED FRANCHISE FEE AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO NPS**

Scoring: 0-4

**Note to Offeror:** The minimum franchise fee for the draft contract is \$500.00 annually or \$4.00 per client, whichever is greater. The franchise fee will be adjusted annually according to the national "Consumer Price Index - All Urban Consumers" (CPI) published by the U.S. Department of Labor. Fees will be adjusted each year and then rounded to the nearest five cents.

The offer of a higher franchise fee is generally beneficial to the NPS, and, accordingly, generally will result in a higher score under this selection factor. However, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

Please state the franchise fee you offer as a dollar amount per client.

\$\_\_\_\_\_per client or \$500 annually, whichever is greater.

The franchise fee will be adjusted annually according to the national "Consumer Price Index - All Urban Consumers" (CPI) published by the U.S. Department of Labor. Fees will be adjusted each year and then rounded to the nearest five cents.

## **SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION AND PRESERVATION OF PARK AREA AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING.**

Scoring: 0-3

**Note to Offeror:** The subfactors for this secondary selection factor focus on environmental management programs and activities that promote general environmental objectives such as waste reduction, fuel efficiency, recycling, etc. Please avoid overlap between your response here and your response to principal selection factor 1.

Please describe any environmental programs and actions you will undertake to minimize the impacts of your operations related to the services authorized in the contract on the general environment.

## SECTION FOUR: DRAFT CONCESSION CONTRACT

### ***DRAFT***

#### **CATEGORY III CONTRACT**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**NATIONAL PARK SERVICE**

**DENALI NATIONAL PARK AND PRESERVE**

**GLACIER LANDING AIR TAXI AND GLACIER LANDING SCENIC AIR TOUR SERVICES**

Concession Contract No. \_\_\_\_\_

\_\_\_\_\_  
[Name of Concessioner]

\_\_\_\_\_  
[Address, including email address and phone number]

\_\_\_\_\_  
Doing Business As

Covering the Period \_\_\_\_\_ through \_\_\_\_\_

This Contract is between the National Park Service and \_\_\_\_\_ (hereinafter referred to as "Concessioner"), a [Include only one:] [Corporation][Partnership][Sole Proprietorship], dba \_\_\_\_\_ under the authority of 16 U.S.C. 1 et seq., including 16 U.S.C. 5901 et seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

## Sec. 1. Term of Contract

This Contract will be from January 1, 2007 until its expiration on December 31, 2016.

## Sec. 2. Services and Operations

### (a) Required and Authorized Visitor Services

The Concessioner must provide the following required Visitor Services within the Area: Glacier landing air taxi and/or glacier landing scenic air tours for the public on glaciers within the boundaries of the 1980 south side park and preserve additions. See Operating Plan Map 1 and Map 2.

"Glacier landing air taxi" service is defined as point-to-point transportation by fixed wing airplane where the majority of passengers on the flight must either be dropped off or picked up from a day trip or overnight stay and passengers do not remain with their airplane while on the ground.

"Glacier landing scenic air tour" service is defined as a tour by fixed-wing airplane to provide a glacier landing to day-use visitors where the passengers remain with their airplane while on the ground.

The Concessioner may provide the following authorized Visitor Services within the Area: none

### (b) Operation, Maintenance and Quality of Operation

The Concessioner must provide, operate and maintain the Visitor Services in accordance with this Contract in a manner considered satisfactory by the Director, including the nature, type and quality of the Visitor Services. The Concessioner's authority to provide Visitor Services under the terms of this Contract is nonexclusive. The Concessioner's operations and contract compliance will be evaluated on at least an annual basis.

No government owned personal property is assigned to the Concessioner.

### (c) Operating Plan

The Director will establish and revise, as necessary, after consultation with the Concessioner, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan. The initial Operating Plan is attached to this Contract as Exhibit B.

(d) Rates

All rates and charges to the public by the Concessioner for Visitor Services must be reasonable and appropriate and must be approved by the Director.

(e) No Capital Improvements

The Concessioner may not construct any Capital Improvements upon Area lands.

Sec. 3. Concessioner Personnel

(a) The Concessioner must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public.

(b) The Concessioner must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures.

(c) The Concessioner must review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation.

(d) The Concessioner must maintain, to the greatest extent possible, a drug free work environment.

Sec. 4. Environmental

The Concessioner must utilize appropriate best management practices (practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract) in its provision of Visitor Services and other activities under this Contract.

Sec. 5. Fees

(a) Franchise Fee

(1) The Concessioner must pay a franchise fee to the Director as follows: ***[To be inserted in the final contract. The minimum fee is described in the Business Opportunity. Offerors may propose a higher fee in their response to Principal Selection Factor 5 in the Proposal Package].***

(2) The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) Payment of the franchise fee is due on September 1 of each year.

(2) All franchise fee payments consisting of \$10,000 or more, will be deposited electronically by the Concessioner in the manner directed by the Director.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

Sec. 6. Insurance

The Concessioner must obtain and maintain during the entire term of this Contract at its sole cost and expense, coverage necessary to fulfill the obligations of this Contract. The insurance requirements are set forth in Exhibit D.

Sec. 7. Records and Reports

(a) Accounting System

(1) The Concessioner must maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system must be capable of providing the information required by this Contract. The Concessioner's system of accounts classification must be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$500,000 or more, the Concessioner must use the accrual accounting method.

(3) The Concessioner must keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner must submit annually as soon as possible but not later than April 15, a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements must be reviewed by an independent Certified Public Accountant in accordance

with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Reports

(1) Balance Sheet. If requested by the Director, within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner must submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet must be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

(2) The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract or otherwise, including, but not limited to, operational information.

Sec.8. Suspension, Termination, or Expiration

(a) Termination and Suspension

(1) The Director may temporarily suspend operations under this Contract in whole or in part or terminate this Contract in writing at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit Visitor Services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature will be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 8(a).

(b) Requirements in the Event of Suspension, Termination or Expiration

(1) In the event of suspension or termination of this Contract for any reason or expiration of this Contract, no compensation of any nature will be due the Concessioner, including, but

not limited to, compensation for personal property, or for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner must, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, and repair any injury caused by removal of the property. This removal must occur within thirty (30) days (unless the Director in particular circumstances otherwise determines). Personal property not removed from the Area will be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner.

#### Sec. 9. Assignment, Sale or Encumbrance of Interests

This Contract may not be assigned [e.g. sold] or encumbered [e.g. mortgaged] without the approval of the Director in accordance with 36 CFR Part 51 with respect to proposed assignments and encumbrances.

#### Sec. 10. General Provisions – See Addendum 1.

Addendum 1 attached to this Contract is made a part of this Contract.

By:  
CONCESSIONER: UNITED STATES OF AMERICA

\_\_\_\_\_  
(Title) (Company Name) (Title), National Park Service  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

[Corporation]

Attest  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachments:

Addendum 1 – General Provisions  
Exhibit A – Nondiscrimination  
Exhibit B – Operating Plan  
Exhibit C – Clean Mountain Can Handling Procedures  
Exhibit D – Insurance

## **ADDENDUM 1 GENERAL PROVISIONS**

### **1. Definitions.**

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) "Area" means the property within the boundaries of Denali National Park and Preserve.
- (c) "Days" means calendar days.
- (d) "Director" means the Director of the National Park Service, and his or her duly authorized representatives.
- (e) "Exhibit" means the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.
- (f) "Gross Receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
  - (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
  - (2) Charges for employees' meals, lodgings, and transportation;
  - (3) Cash discounts on purchases;
  - (4) Cash discounts on sales;
  - (5) Returned sales and allowances;
  - (6) Interest on money loaned or in bank accounts;
  - (7) Income from investments;
  - (8) Income from subsidiary companies outside of the Area;
  - (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
  - (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, hunting and fishing license fees, and postage stamps, provided that the amount excluded will not exceed the amount actually due or paid government agencies;
  - (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, must be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones must be included in gross receipts. All revenues received from charges for in-room telephone or computer access must be included in gross receipts.

- (g) "Superintendent" means the manager of the Area.
- (h) "Visitor Services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by this Contract.

### **2. Legal and Regulatory Compliance**

This Contract, operations under it by the Concessioner, and its administration by the Director, are subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations



under this Contract at the Concessioner's sole cost and expense. The Concessioner must give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or Contractors, and must promptly correct any violation.

### 3. Services and Operations

- (a) All promotional material, regardless of media format (i.e., printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.
- (b) The Concessioner will provide Federal employees reduced rates, in accordance with guidelines established by the Director, when conducting necessary official business. Complimentary or reduced rates and charges may otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.
- (c) The Director and Comptroller General of the United States, or any of their duly authorized representatives, will have access to the records of the Concessioner as provided by the terms of Applicable Laws.
- (d) Subconcession or other third party agreements, including management agreements, for the provision of Visitor Services required and/or authorized under this Contract, whether in consideration of a percentage of revenues or otherwise, are not permitted.
- (e) The Concessioner will ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner's activities. Discoveries of any archeological resources by the Concessioner will be promptly reported to the Director.

### 4. Environmental Data, Reports, Notifications, and Approvals

- (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.
- (b) Reports. The Concessioner must submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner must also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.
- (c) Notification of Releases. The Concessioner must give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.
- (d) Notice of Violation. The Concessioner must give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.
- (e) Communication with Regulatory Agencies. The Concessioner must provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner must also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner must allow the Director to

participate in any such communications. The Concessioner must also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

- (f) **Cost Recovery for Concessioner Environmental Activities.** If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and Contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner will be liable for and must pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section precludes the Concessioner from seeking to recover costs from a responsible third party.

## 5. Fees

### (a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.
- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.
- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director will each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel will establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel will consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
- (8) Any adjustment to the franchise fee resulting from this section will be prospective only.

- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this section, the Concessioner will continue to make the established franchise fee payments required by this Contract.

## 6. Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or Contractors under this Contract. This indemnification will survive the termination or expiration of this Contract.

## 7. Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory Contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to such bankruptcy or insolvency action.

## 8. Additional Provisions

- (a) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (b) This Contract does not grant rights or benefits of any nature to any third party.
- (c) The invalidity of a specific provision of this Contract will not affect the validity of the remaining provisions of this Contract.
- (d) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party will not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract will not be deemed to be a waiver of any preceding breach of any term of the Contract.
- (e) No member of, or delegate to, Congress or Resident Commissioner will be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction will not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- (f) This Contract is subject to the provisions of 43 CFR, Subtitle A, Part 12, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

**Exhibit A**  
**Nondiscrimination**

*Section I: Requirements Relating to Employment and Service to the Public*

A. Employment

During the performance of this CONTRACT the Concessioner agrees as follows:

- (1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.
- (2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- (3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.
- (5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

#### B. Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

#### C. Facilities

##### (1) Definitions: As used herein:

- (a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

##### (2) The Concessioner is prohibited from:

- (a) Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
- (b) Discriminating by segregation or other means against any person.

#### *Section II: Accessibility*

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

#### A. Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

## **Exhibit B**

### **DRAFT Operating Plan**

#### **I. Introduction**

This Operating Plan will serve as a supplement to Concession Contract DENAXXX-07. It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands utilized by the Concessioner for the purposes authorized by the Contract. In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions must be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

#### **II. Annual Requirements**

The Concessioner will provide the Superintendent the following reports and information annually:

Annual Financial Report	April 15 each year
Franchise Fee Payment	September 1 each year
Certificate of Insurance	By startup of operations each year and annually as renewed
Concessioner's Roster of Pilots	April 1 or 30 days prior to operations, whichever is earlier
List of planes with tail numbers	April 1 or 30 days prior to operations, whichever is earlier
Brochures and Advertising	April 1 or 30 days prior to use, whichever is earlier
Proposed rates	30 days prior to using new rate
NPS Activity report	Weekly reporting of landings and passengers by location

#### **III. Operations**

##### **A. Scope of Services:**

1. Glacier landing air taxi services may only be conducted on glaciers in the portions of the 1980 park and preserve additions identified on Map 1, which is an attachment to this operating plan.
2. Glacier landing scenic air tour services may be conducted only within the areas identified on map 2. These areas include the Ruth, the Kahiltna, the Eldridge and Pika Glaciers. Scenic air tour glacier landings on the Eldridge and Pika Glaciers are not authorized when other landing locations are available. The scenic air tour landings on the Eldridge and Pika Glaciers are discouraged when climbers or mountaineers are present. Check with the Talkeetna Ranger Station for the status of mountaineers on the Eldridge and Pika Glaciers.
3. Glacier landings associated with glacier landing scenic air tours may occur only between the hours of 9am and 9pm.

4. All airplanes used by the Concessioner will be properly licensed, operated, and maintained in conformance with Federal Aviation Administration (FAA) requirements.
5. The contract will be terminated if the Concessioner does not provide any service for 24 consecutive months.
6. Any change in aircraft make or model requires advance approval of the Superintendent. The Superintendent will consider quiet technology, and impacts on other park resources and park visitors in the approval decision.
7. The Concessioner will share of a wide range of information with clients including: NPS mission, the purpose and significance of Denali National Park and Preserve, local resource protection and regulations. Additional suggested topics include: geology, natural and cultural history, ecology of the area, early exploration and climbing history of the Denali region.
8. The Kahiltna base camp:
  - a. The Concessioner is authorized to cache up to twenty gallons of aircraft fuel at the Kahiltna base camp (located approximately at 7200 foot elevation on the glacier.) Fuel must be contained in an undamaged and closed fuel container designed for fuel storage. Fueling from containers must occur in such a manner that any spillage would be prevented from coming into contact with the snow. (ie: an overpack container with absorbent or an approved alternative). Failure to properly contain or prevent spillage is prohibited.
  - b. All fuel containers must be clearly labeled with owner's name, address, telephone number, date that the fuel was left, and the type of fuel.
  - c. A fuel spill kit must be located with this fuel cache. One fuel spill kit can be established cooperatively by the operators using it. The fuel spill kit must have enough capacity and supplies to capture the liquid from the largest liquid storage container present and must be kept resupplied.
  - d. The Concessioner is required to provide a base camp flight coordinator if the Concessioner provides landings in the vicinity of the 7200 foot elevation of the Kahiltna Glacier during the main climbing season as determined by the Superintendent. The approximate dates for the basecamp flight coordinator are from April 25 to July 5, depending upon the weather. All the glacier landing air taxi Concessioners may jointly provide one base camp flight coordinator.
  - e. The base camp flight coordinator will not advertise any glacier landing air taxi service while within park boundaries (including not wearing clothing or hats identifying any of the individual glacier landing air taxi services while on the glacier).
  - f. The Concessioner is authorized to provide one temporary seasonal structure for seasonal housing for the Kahiltna glacier base camp flight coordinator.
9. Collection of entrance fees:
  - a. The Concessioner will collect park recreational entrance fees from visitors in accordance with procedures provided by the Superintendent.



- b. Fees collected by the Concessioner will be submitted to the park on a regularly scheduled basis. The remittance schedule will be determined and approved by the NPS annually.
- 10. Incident Reports: The Concessioner will immediately report to the NPS Communication Center (907)683-9555 any fatalities; injuries requiring more than minor first aid treatment; and any knowledge of suspected violations of the law occurring within the park.
- 11. To protect park resources, ensure a range of visitor opportunities, and protect legislatively-designated purposes of the park and preserve, the National Park Service may limit glacier landing air taxi or glacier landing scenic air tour services consistent with the goals and carry capacity specifications described in the park's Backcountry Management Plan. The park will provide notice 18 months prior to implementing any limits on the number of landings.

## **B. Resource Protection**

- 1. The Concessioner is required to have all aircraft maintain a minimum altitude of 2000 feet above ground level (e.g. 2000 feet AGL) whenever possible.
- 2. The Concessioner must remove all trash and garbage generated by their activities within the park.
- 3. The Concessioner's aircraft will transport Clean Mountain Cans or equivalent human waste containers from the park when transporting climbers within park boundaries. These CMC containers will have the lid secured and will be contained in a plastic garbage bag prior to transport.
- 4. Hazardous Materials: Pursuant to Contract Addendum 1, Section 4, the Concessioner shall notify the Service's Communications Center at 907-683-9555 of any hazardous material discharge as soon as possible without impeding cleanup.

## **C. Staffing**

- 1. The Concessioner will hire a sufficient number of employees to ensure satisfactory services in all phases of the operation.
- 2. The Concessioner will orient employees to park regulations and compendium which affect their activities while providing services within Denali National Park and Preserve.
- 3. The Concessioner will provide adequate, applicable training to each employee prior to working with the public.
- 4. The Concessioner will conduct annual training for pilots in mountain flying and glacier landings. Content and time of training will be documented and provided to the NPS upon request.
- 5. The Concessioner will provide training to their employees on the proper handling and transport of the Clean Mountain Can (CMC) or equivalent human waste containment

system. To assist in this training effort, safe handling procedures for the Clean Mountain Can are provided in Exhibit C to the contract.

6. The Concessioner will not employ in any status the spouse or dependent children of the Superintendent, Assistant Superintendents, Concessions staff or Safety Manager/Sustainability Coordinator.

#### **D. Operational Evaluations**

1. The NPS and the Concessioner shall separately inspect and monitor concession services with respect to NPS policy, applicable standards, authorized rates, safety, impacts on natural resources, and visitor concerns and reactions. The NPS will evaluate all services provided by the Concessioner on the basis of quality of service, public safety and sanitation, and compliance with the contract. Location managers will be contacted at the time of evaluations so that a representative of the Concessioner can accompany the NPS evaluator.
2. Upon request, the Concessioner will provide the NPS with contact information for their clients for the purpose of conducting evaluation of services.

#### **E. Complaints**

1. The NPS will send complaints or comments from the public regarding Concessioner services to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent.
2. The Concessioner will provide copies of all written comments received from clients concerning services provided within Denali National Park and Preserve within 30 days of their receipt.

Dated at Denali National Park and Preserve this \_\_\_\_\_ day of \_\_\_\_\_.

Concessioner

National Park Service

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Superintendent

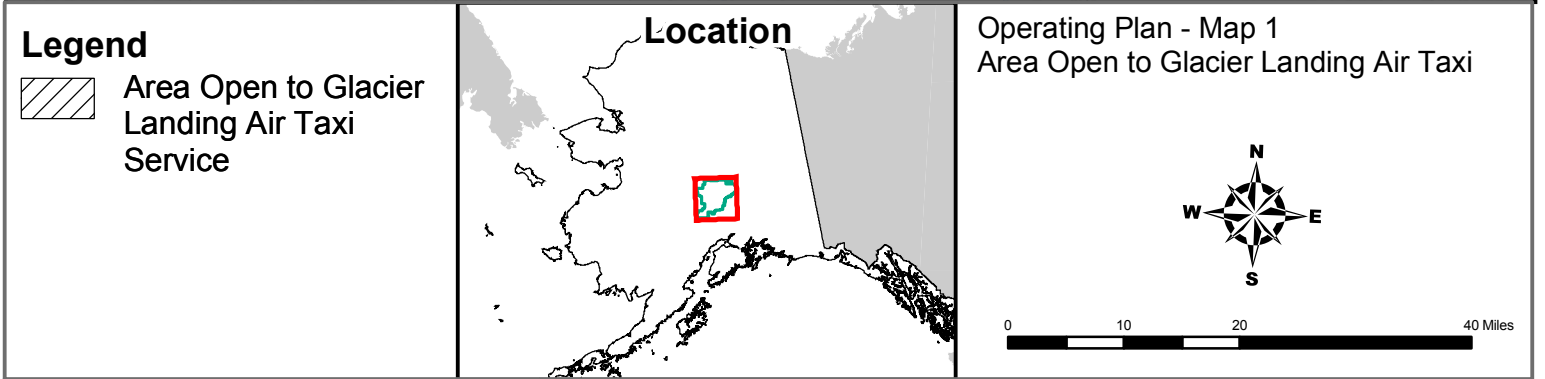
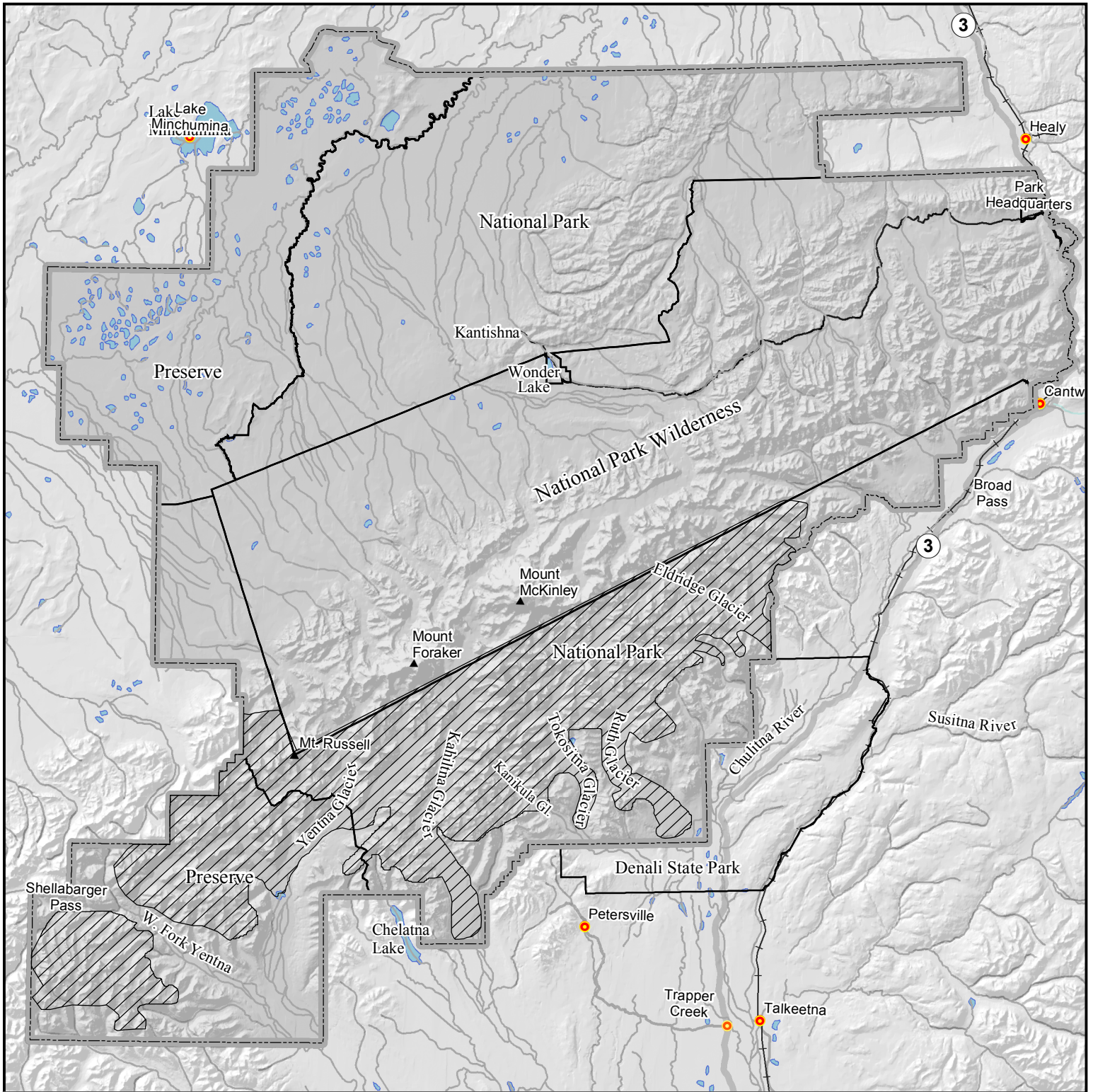
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Denali National Park and Preserve

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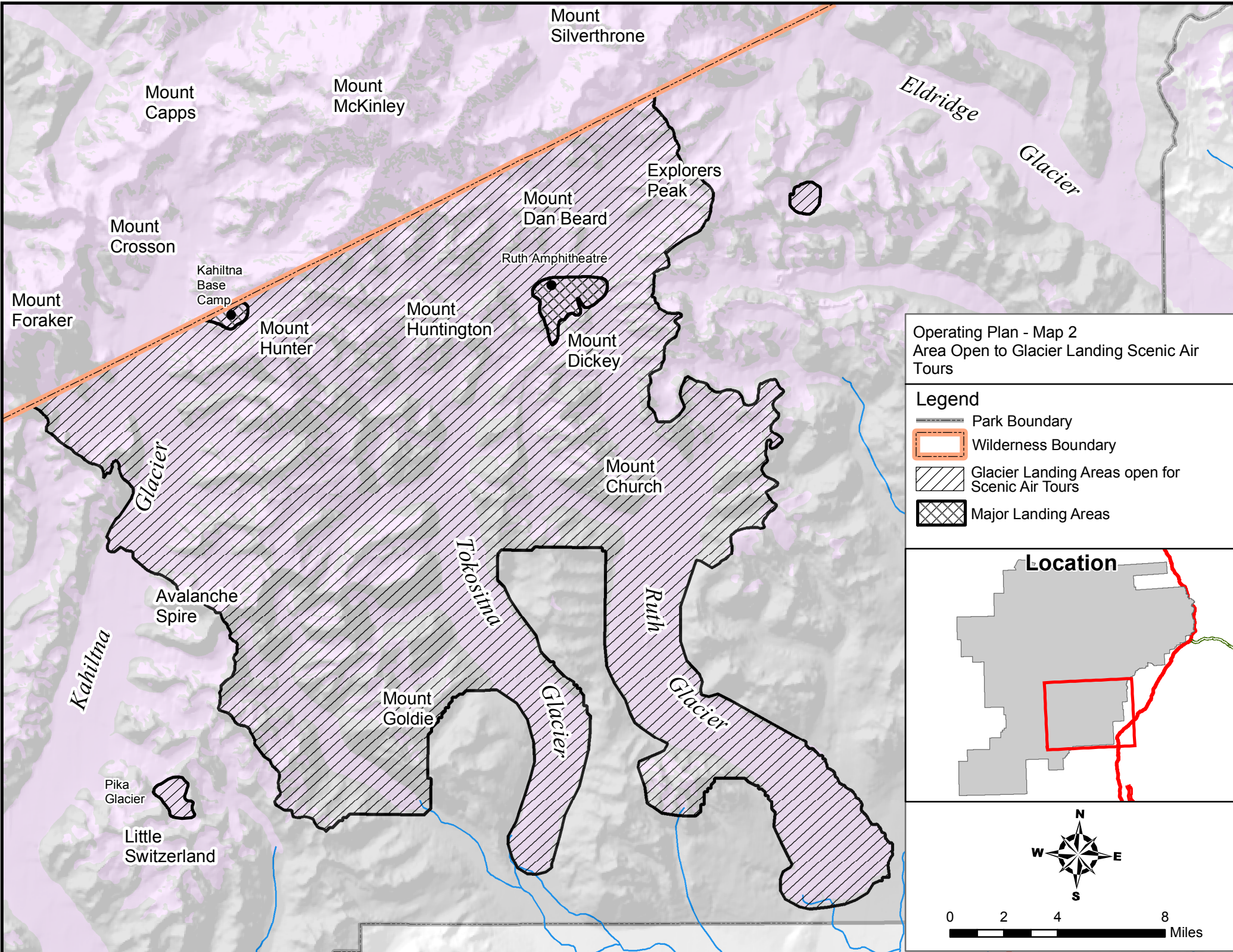
Map 1 - Area open to Glacier Landing Air Taxi Service

Map 2 - Area open to Glacier Landing Scenic Air Tours



Operating Plan - Map 1  
Area Open to Glacier Landing Air Taxi

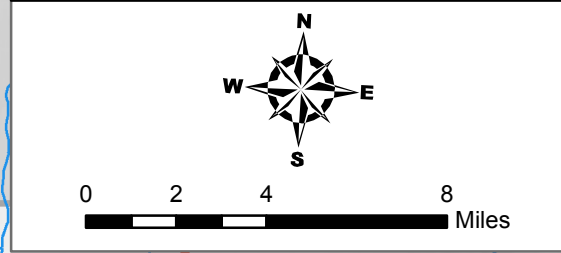
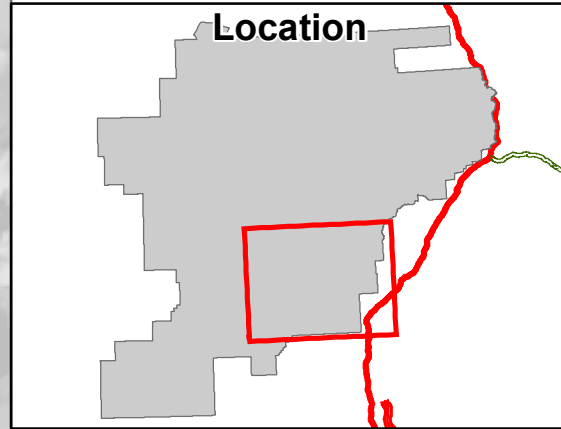




Operating Plan - Map 2  
Area Open to Glacier Landing Scenic Air  
Tours

**Legend**

- Park Boundary
- Wilderness Boundary
- Glacier Landing Areas open for Scenic Air Tours
- Major Landing Areas



## **Exhibit D Insurance Requirements**

### **I. General**

The Concessioner must obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. The Director will approve the types and amounts of insurance coverage purchased by the Concessioner.

At the request of the Director, the Concessioner must, at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner must provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

### **II. Liability Insurance**

The Concessioner must provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

All liability policies must specify that the insurance company will have no right of subrogation against the United States of America and must provide that the United States of America is named an additional insured.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract. The following Liability Coverages and limits are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverages and limits described.

#### **A. Commercial General Liability \$300,000**

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).  
Bodily Injury and Property Damage Limit  
Products/Completed Operations Limit  
Personal Injury & Advertising Injury Limit  
General Aggregate

Fire Damage Legal Liability ``per fire"

2. The liability coverages may not contain the following exclusions/limitations:
  - a. Athletic or Sports Participants
  - b. Products/Completed Operations
  - c. Personal Injury or Advertising Injury exclusion or limitation
  - d. Contractual Liability limitation
  - e. Explosion, Collapse and Underground Property Damage exclusion
  - f. Total Pollution exclusion
  - g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
3. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

- B. Automobile Liability If automobiles are used in conjunction with providing the service authorized under this contract, then the same limits as commercial general liability apply.

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of ``any auto," Symbol 1. (Where there are no owned autos, coverage applicable to ``hired" and ``non-owned" autos, ``Symbols 8 & 9," will be maintained.)

Each Accident Limit

- C. Aircraft Liability Aircraft liability insurance will be as required by the US Department of Transportation/Federal Aviation Administration.

Coverage will be provided for bodily injury or property damage arising out of the use of any aircraft.

Each Person Limit

Property Damage Limit

Each Accident Limit

- D. Excess Liability or Excess "Umbrella" Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

- E. Special Provisions for Use of Aggregate Policies.

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

**F. Self-Insured Retentions.**

Self-insured retentions on any of the above described Liability insurance policies (other than Excess “Umbrella” Liability, if maintained) may not exceed \$5,000.

**K. Workers Compensation and Employers' Liability.**

Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

**III. Insurance Company Minimum Standards**

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A-by the most recent edition of Best's Key Rating Guide (Property-Casualty Edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

**IV. Certificates of Insurance**

All certificates of Insurance required by this Contract must be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number (“AMB#”). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, must provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

**V. Statutory Limits**

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit will be considered the minimum to be maintained.

**JOB SAFETY ANALYSIS FORM**  
**Denali National Park and Preserve**

**ACTIVITY TITLE:** Clean Mountain Can Handling**DATE OF ANALYSIS:** 3/29/2005**JOB LOCATION:** Mountain Operations, Talkeetna**OSHA STANDARD:**

REQUIRED EQUIPMENT & TOOLS FOR JOB	REQUIRED SAFETY EQUIPMENT
<p>Clean Mountain Cans (CMC), Plastic or Bio-Degradable Bags.</p> <p>Understanding of the concepts: "exposure", "routes of entry" and "Universal Precautions"</p>	<p>Disposable single-use gloves or washable rubber, latex or nitrile gloves, soap and water or hand sanitizer, disinfectant (such as bleach)</p>

**Hazards:** Chemical, Physical, Biological**Mitigation:** Administrative, Engineering, Chemical Selection, Personal Protective Equipment

JOB STEPS, POTENTIAL HAZARDS	SAFETY CONTROL FACTORS
<p>1. "Clean" CMC's are received at the Ranger Station. Some "clean" CMC's may still contain human waste or not be adequately sanitized. Human waste contains pathogens which can cause illness and disease.</p> <p>The routes of entry for pathogens associated with human waste might include absorption through mucus membranes or breaks in the skin, and ingestion. Ingestion can occur when contaminated hands touch the mouth, foods or other items that will enter the mouth.</p>	<p>1. Treat all CMC's as if they are <b><u>not clean</u></b>:</p> <ul style="list-style-type: none"> <li>- Handle with disposable or washable rubber, latex or nitrile gloves,</li> <li>- Remove gloves before handling other equipment, gear, food, face,...</li> <li>- Wash or dispose of gloves,</li> <li>- Wash with soap and water or sanitize hands upon removal and disposal of gloves,</li> </ul> <p style="text-align: center;">(See hand washing and glove removal in the FAQ's section below)</p> <ul style="list-style-type: none"> <li>- Apply the concept of "Universal Precautions" to the handling of CMC's: assume that all materials are infected with pathogens...</li> </ul> <p style="text-align: center;">"If it's wet, if it's not yours, don't touch it."</p>



2. Provide CMC's to climbers. The concern is that climbers will not use CMC's in a manner that prevents contamination to others.

2. Describe the best use practices to the climbing group that will minimize the chances for disease transmission:

- Only human waste and toilet paper to be placed in the CMC.
- After each use wash hands with soap and water or use sanitary wipes to prevent contamination of CMC's, personal items and food to avoid health problems while on the mountain.
- The white disposable seat ring should be stored separately to keep it clean. These are fragile and must be protected from blowing away in the wind.
- Each lid of the CMC has "wings". In transport, the lid must be on tight and the harness system must be securely locked over the "wings" of the lid.
- The CMC can be transported on it's side in the sled, but must stored upright for longer periods of time.
- In each lid there is a 2-way vent system that allows for pressure changes related to altitude and environmental changes and allows for the release of methane gas while preventing liquids to be released.
- CMC lids must be checked for tightness, kept as clean as possible and bagged before returning to park staff or air taxi pilots
- Expect park staff and pilots to ask if lids are tight. CMC's will not be accepted if not properly bagged.
- Climbers may be required to cleanup and disinfect aircraft resulting from loose CMC lids
- CMC's must dropped off at the designated drums located near the hangars at the Talkeetna Airport (ask your pilot for the nearest location).

<p>3. Climbers return used CMC's to Mountaineering staff. The concern is that containment will fail, exposing staff to human waste.</p>	<p>3. Visually inspect the CMC before accepting it:</p> <ul style="list-style-type: none"> <li>- Ask the climber to check that the CMC is tightly sealed,</li> <li>- Make sure that it is in a plastic bag,</li> <li>- Treat CMC and bag as if it is contaminated</li> <li>- Show the climber where to put the CMC to avoid handling the container,</li> <li>- See #1 above if CMC must be handled</li> </ul>
<p>4. Handling CMC involves the possibility that because of leakage the Mountaineering staff will come in contact with human waste.</p> <ul style="list-style-type: none"> <li>a. Contact with skin -</li> <li>b. Contact with clothing -</li> <li>c. Contact with equipment -</li> </ul>	<p>4. Minimize exposure by minimizing contact with human waste. Use gloves when cleaning up spills or leaks. Clean up excess with a shovel, rags or other, as appropriate.</p> <ul style="list-style-type: none"> <li>a. Skin - Wash with soap and water or sanitize hands before touching anything else</li> <li>b. Clothing - Remove soiled clothing and isolate in non-permeable bag for washing. Minimize handling. Provide secondary containment if leakage may occur. Consider labeling as a bio-hazard to protect later handlers.</li> <li>c. Equipment - Disinfect immediately or contain as above for later disinfection.</li> </ul> <p><u>NOTE:</u> A solution of household bleach diluted with water 1:10, is an effective disinfectant. The solution should be prepared fresh at least daily. This solution may corrode some materials and bleach fabrics. Other commercial disinfectants such as Lysol may also be used.</p>
<p>5. Loading used CMC's into and from aircraft. The concern is that pilots and aircraft may come in contact with human waste because of leakage or loose lids.</p>	<p>5. Remind pilots at least annually that climbers have been instructed to check lids for tightness and bag CMC's for transport.</p> <ul style="list-style-type: none"> <li>- Pilots may refuse transport of inadequately bagged CMC's</li> <li>- CMC's should be transported upright and secured to prevent shifting.</li> <li>- Encourage climbers to place bagged CMC's in a clean bag so that the pilot doesn't</li> </ul>

	<p>have to touch the container.</p> <ul style="list-style-type: none"> <li>- Air Taxis should carry gloves, hand sanitizer, disinfectant, rags and bags for cleanup</li> </ul>
6. Picking up used CMC's from the barrels at the airstrip. It is a dirty, smelly job.	<p>6. Wear gloves as described above.</p> <ul style="list-style-type: none"> <li>- Wear an apron or clothing which will be removed after the task and washed</li> <li>- Minimize contact with the barrels, bags and CMC's</li> <li>- Remove gloves and wash or sanitize before wiping face, putting hands in pockets, grabbing keys or steering wheel, etc ...</li> </ul>
7. Washing of harnesses and yellow CMC bags back at the Talkeetna Ranger Station. The concern is further contamination from handling used CMC bags.	<p>7. Yellow bags to be washed before the next use, should be transported in plastic bags to the washing machine.</p> <ul style="list-style-type: none"> <li>- The yellow bags should be left in the plastic bag until they are ready to place in the washing machine.</li> <li>- Use gloves to remove yellow bags and place in the washing machine.</li> <li>- Load the machine to capacity and add enough detergent and bleach to address washing and sanitizing needs. Enough bleach must be used to sanitize but not so much as to damage synthetic fabrics.</li> <li>- Current recommendations for Bloodborne contamination (which would be effective for human waste as well) indicate "hot water, detergent and a small amount of bleach".</li> <li>- <u>Note:</u> The recommendation of a 1:10 bleach solution may be excessive given the hot water and contact time provided by machine washing. A 15 minute wash cycle should be adequate with a "small amount of bleach". A common recommendation for sanitizing is ½ cup of bleach per gallon of water.</li> </ul>

<p><b>Questions:</b></p> <p>1- I'm an EMT and as a medical responder I have had my Hep-B vaccination so I can't get sick from this stuff, Right?</p>	<p>No, there are a variety of diseases that can make you sick by being exposed to human waste. Hep-B vaccinations are effective only against hepatitis B. There are no silver bullets.</p>
<p>2- Have all the old leaker lids been replaced on these CMC's?</p>	<p>Yes, the original type of lids on the NPS CMC's which experienced some problems have all been replaced with upgraded lids which have a 2-way vent which prevents leakage.</p>
<p>3- How should vomit be cleaned up?</p>	<p>Clean-up of vomit and human waste are similar in many ways:</p> <ul style="list-style-type: none"> <li>- Use appropriate PPE such as gloves.</li> <li>- Clean up with disposable rags, soap and water, and dispose of in an appropriate manner.</li> <li>- Disinfect surfaces as described above with bleach 1:10 or a product such as Lysol.</li> <li>- Vomit clean-up kits are available which include bags, gloves, absorbent, deodorizer and instructions.</li> </ul>
<p>4- Is human waste a "hazardous waste"?</p>	<p>No, not as defined by EPA and OSHA. Hazardous waste is: Listed, Ignitable, Corrosive, Reactive or Toxic.</p> <p>Domestic sewage is not considered solid waste or hazardous and is thereby excluded from RCRA regulations.</p> <p>Human waste should still be considered as "hazardous" however, and handled and disposed of according to recognized standards.</p> <p>Note: Hazardous materials as defined by OSHA are located in camp and transported by aircraft. These include: fuels (flammable) and batteries (toxic and reactive).</p>

5- Are vaccinations advised for people who work in janitorial or wastewater operations?	Not according to federal or CDC guidelines. However, post-exposure vaccinations may be recommended as a prophylactic measure by medical professionals in treating exposure incidents.
6- What are employers required to do to protect employees from workplace hazards such as human waste?	Employers must advise employees of potential hazards in the workplace, inform employees of safe work practices and implement controls to protect employees.  Related to this topic, employers should provide supplies and equipment, procedures, and personal protective equipment for employee use.
7- Does the Bloodborne Pathogens Standard (29 CFR 1910.1030) cover human waste?	No. Human waste is not one of the bodily fluids considered infectious under this standard.
8- What is the proper way to remove contaminated gloves to minimize contact with infectious agents?	Follow this procedure: 1- Grip one glove near the cuff and peel it down until it comes off inside out. 2- Cup it in the palm of the gloved hand. 3- Place two fingers of your bare hand inside the cuff of the remaining glove. 4- Peel this glove down so that it also comes off inside out and over the first glove. 5- Properly dispose of both gloves. 6- Wash your hands with soap and water if available, or waterless sanitizer.
9- What's the best way to remove disease - causing viruses and bacteria from hands: sanitizers or washing with soap and water?	Waterless anti-microbial agents were found to be more effective in reducing bacteria than alcohol-based products. Waterless handwipes were found to remove 50 - 90% of bacteria on hands, with product type and contact time being key factors in effectiveness.  It has been shown that nothing works better

	in getting rid of disease-causing viruses from hands than washing with soap and water.
10- How should hands be washed to be effective at controlling disease?	<p>Effective hand washing requires:</p> <ul style="list-style-type: none"><li>- Wetting and lathering the hands with soap</li><li>- Rubbing all surfaces vigorously up to the wrist and beyond, between fingers, and under jewelry such as rings.</li><li>- To be thorough, hand washing must include cleaning under fingernails as well.</li><li>- Wash for at least 10-15 seconds, or as long as it takes to sing yourself Happy Birthday, ..... or other favorite.</li><li>- Rinse well and dry.</li><li>- Washing hands does not kill germs, it is the soap and scrubbing motion that causes germs to slide off and be rinsed away.</li></ul>

ANALYSIS BY: Roger Robinson, Michael Cobbold

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Page \_7\_ of \_7\_